

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

CAREN ROSE DACUMOS,

Plaintiff,

v.

TOYOTA MOTOR CREDIT
CORPORATION, et al.,

Defendants.

Case No. 2:17-cv-00964-RSM

**DEFENDANT TOYOTA MOTOR
CREDIT CORPORATION'S ANSWER
TO PLAINTIFF'S COMPLAINT AND
AFFIRMATIVE DEFENSES**

Complaint filed: June 6, 2017

ANSWER AND AFFIRMATIVE DEFENSES

Defendant Toyota Motor Credit Corporation ("TMCC"), by and through its undersigned counsel, files its answers and affirmative defenses to Plaintiff Caren Rose Dacumos' ("Plaintiff") Complaint as follows:

I. STATEMENT OF THE CASE

In response to section I. of the Complaint, TMCC admits that Plaintiff purports to bring a claim for damages under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA")

DEFENDANT TOYOTA MOTOR CREDIT
CORPORATION'S ANSWER AND AFFIRMATIVE
DEFENSES - 1
Case No. 2:17-cv-00964-RSM

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1 but denies that it is liable to Plaintiff or that Plaintiff's Complaint states a cause of action
2 against TMCC for any violation of the FCRA.

3 **II. PARTIES**

4 2.1 In response to paragraph 2.1 of the Complaint, TMCC is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
6 and on that basis, denies them.

7 2.2 In response to paragraph 2.2 of the Complaint, TMCC is without sufficient
8 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
9 and on that basis, denies them.

10 2.3 In response to paragraph 2.3 of the Complaint, TMCC is without sufficient
11 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
12 and on that basis, denies them.

13 2.4 In response to paragraph 2.4 of the Complaint, TMCC is without sufficient
14 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
15 and on that basis, denies them.

16 2.5 In response to paragraph 2.5 of the Complaint, TMCC is without sufficient
17 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
18 and on that basis, denies them.

19 2.6 In response to paragraph 2.6 of the Complaint, TMCC is without sufficient
20 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
21 and on that basis, denies them.

22 2.7 In response to paragraph 2.7 of the Complaint, TMCC is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
24 and on that basis, denies them.

1 2.8 In response to paragraph 2.8 of the Complaint, TMCC admits the allegations in
2 this paragraph.

3 2.9 In response to paragraph 2.9 of the Complaint, TMCC states that these are legal
4 conclusions which are not subject to denial or admission.

5 2.10 In response to paragraph 2.10 of the Complaint, TMCC is without sufficient
6 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
7 and on that basis, denies them.

8 **III. JURISDICTION AND VENUE**

9 3.1 In response to paragraph 3.1 of the Complaint, TMCC states that this paragraph
10 contains legal conclusions which are not subject to denial or admission. TMCC further states
11 that this case has been properly removed to above-entitled court under federal question subject
12 matter jurisdiction, and, thus, TMCC denies that jurisdiction is proper in King County Superior
13 Court.

14 3.2 In response to paragraph 3.2 of the Complaint, TMCC denies the allegations in
15 this paragraph regarding TMCC. As to the allegations regarding other defendants, TMCC is
16 without sufficient knowledge or information to form a belief as to the truth of the allegations in
17 this paragraph, and on that basis, denies them.

18 **IV. FACTS**

19 4.1 In response to paragraph 4.1 of the Complaint, TMCC denies these allegations.

20 4.2 In response to paragraph 4.2 of the Complaint, TMCC admits the allegations in
21 this paragraph but states that the allegations are incomplete, as Plaintiff also defaulted on the
22 loan as a party to the contract with joint and several liability.

23 4.3 In response to paragraph 4.3 of the Complaint, TMCC admits the allegations in
24 this paragraph.
25
26

1 4.4 In response to paragraph 4.4 of the Complaint, TMCC denies that Plaintiff
2 successfully defended TMCC's action and admits only that TMCC's action was voluntarily
3 dismissed with prejudice with the understanding that TMCC would continue reporting the debt.

4 4.5 In response to paragraph 4.5 of the Complaint, TMCC denies the allegations in
5 this paragraph regarding TMCC. As to the allegations regarding other defendants, TMCC is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations in
7 this paragraph, and on that basis, denies them.

8 4.6 In response to paragraph 4.6 of the Complaint, TMCC denies the allegations in
9 this paragraph as stated regarding TMCC. As to the allegations regarding other defendants,
10 TMCC is without sufficient knowledge or information to form a belief as to the truth of the
11 allegations in this paragraph, and on that basis, denies them.

12 4.7 In response to paragraph 4.7 of the Complaint, TMCC denies the allegations in
13 this paragraph regarding TMCC. As to the allegations regarding other defendants, TMCC is
14 without sufficient knowledge or information to form a belief as to the truth of the allegations in
15 this paragraph, and on that basis, denies them.

16 4.8 In response to paragraph 4.8 of the Complaint, TMCC is without sufficient
17 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
18 and on that basis, denies them.

19 4.9 In response to paragraph 4.9 of the Complaint, TMCC denies the allegations in
20 this paragraph.

21 4.10 In response to paragraph 4.10 of the Complaint, TMCC is without sufficient
22 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
23 and on that basis, denies them.

1 4.11 In response to paragraph 4.11 of the Complaint, TMCC is without sufficient
2 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
3 and on that basis, denies them.

4 4.12 In response to paragraph 4.12 of the Complaint, TMCC is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
6 and on that basis, denies them.

7 4.13 In response to paragraph 4.13 of the Complaint, TMCC is without sufficient
8 knowledge or information to form a belief as to the truth of the allegations in this paragraph as
9 alleged, and on that basis, denies them.

10 4.14 In response to paragraph 4.14 of the Complaint, TMCC is without sufficient
11 knowledge or information to form a belief as to the truth of the allegations in this paragraph as
12 alleged, and on that basis, denies them.

13 4.15 In response to paragraph 4.15 of the Complaint, TMCC is without sufficient
14 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
15 and on that basis, denies them.

16 4.16 In response to paragraph 4.16 of the Complaint, TMCC is without sufficient
17 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
18 and on that basis, denies them.

19 4.17 In response to paragraph 4.17 of the Complaint, TMCC is without sufficient
20 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
21 and on that basis, denies them.

22 4.18 In response to paragraph 4.18 of the Complaint, TMCC is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
24 and on that basis, denies them.

1 4.19 In response to paragraph 4.19 of the Complaint, TMCC is without sufficient
2 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
3 and on that basis, denies them.

4 4.20 In response to paragraph 4.20 of the Complaint, TMCC is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
6 and on that basis, denies them. TMCC further denies that it reported inaccurate information
7 regarding Plaintiff.

8 4.21 In response to paragraph 4.21 of the Complaint, TMCC is without sufficient
9 knowledge or information to form a belief as to the truth of the allegations in this paragraph,
10 and on that basis, denies them. TMCC further denies that it reported inaccurate information
11 regarding Plaintiff.

12 4.22 In response to paragraph 4.22 of the Complaint, TMCC denies the allegations in
13 this paragraph regarding TMCC. As to the allegations regarding other defendants, TMCC is
14 without sufficient knowledge or information to form a belief as to the truth of the allegations in
15 this paragraph, and on that basis, denies them.

16 4.23 In response to paragraph 4.23 of the Complaint, TMCC denies the allegations in
17 this paragraph.

18 4.24 In response to paragraph 4.24 of the Complaint, TMCC denies that Plaintiff is
19 entitled to any sort of injunctive relief.

20 **V. FIRST CAUSE OF ACTION**

21 (CRAs Purported Violations of 15 U.S.C. § 1681e(b))

22 5.1 In response to paragraph 5.1 of the Complaint, TMCC incorporates its responses
23 in the above sections as if fully set forth herein.

1 5.2 In response to paragraph 5.2 of the Complaint, this paragraph is not directed at
2 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
3 truth of the allegations in this paragraph and, on that basis, denies them.

4 5.3 In response to paragraph 5.3 of the Complaint, this paragraph is not directed at
5 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
6 truth of the allegations in this paragraph and, on that basis, denies them.

7 5.4 In response to paragraph 5.4 of the Complaint, this paragraph is not directed at
8 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
9 truth of the allegations in this paragraph and, on that basis, denies them.

10 5.5 In response to paragraph 5.5 of the Complaint, this paragraph is not directed at
11 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
12 truth of the allegations in this paragraph and, on that basis, denies them.

13 5.6 In response to paragraph 5.6 of the Complaint, this paragraph is not directed at
14 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
15 truth of the allegations in this paragraph and, on that basis, denies them.

16 **VI. SECOND CAUSE OF ACTION**

17 (CRAs Purported Violations of 15 U.S.C. § 1681i)

18 6.1 In response to paragraph 6.1 of the Complaint, TMCC incorporates its responses
19 in the above sections as if fully set forth herein.

20 6.2 In response to paragraph 6.2 of the Complaint, this paragraph is not directed at
21 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
22 truth of the allegations in this paragraph and, on that basis, denies them.

23 6.3 In response to paragraph 6.3 of the Complaint, this paragraph is not directed at
24 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
25 truth of the allegations in this paragraph and, on that basis, denies them.

1 6.4 In response to paragraph 6.4 of the Complaint, this paragraph is not directed at
2 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
3 truth of the allegations in this paragraph and, on that basis, denies them.

4 6.5 In response to paragraph 6.5 of the Complaint, this paragraph is not directed at
5 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
6 truth of the allegations in this paragraph and, on that basis, denies them.

7 6.6 In response to paragraph 6.6 of the Complaint, this paragraph is not directed at
8 TMCC and TMCC is without sufficient knowledge or information to form a belief as to the
9 truth of the allegations in this paragraph and, on that basis, denies them.

10 **VII. THIRD CAUSE OF ACTION**

11 (TMCC's Purported Violations of 15 U.S.C. § 1681s-2(b))

12 7.1 In response to paragraph 7.1 of the Complaint, TMCC incorporates its responses
13 in the above sections as if fully set forth herein.

14 7.2 In response to paragraph 7.2 of the Complaint, this paragraph contains legal
15 conclusions to which no response is required. To the extent a response is required, TMCC
16 denies Plaintiff's characterization of the law.

17 7.3 In response to paragraph 7.3 of the Complaint, TMCC denies the allegations in
18 this paragraph.

19 7.4 In response to paragraph 7.4 of the Complaint, TMCC denies the allegations in
20 this paragraph.

21 7.5 In response to paragraph 7.5 of the Complaint, TMCC denies the allegations in
22 this paragraph.

23 7.6 In response to paragraph 7.6 of the Complaint, TMCC denies the allegations in
24 this paragraph.

1 **VIII. PRAYER FOR RELIEF**

2 In response to Plaintiff's prayer for relief, TMCC denies that Plaintiff is entitled to any
3 damages, attorneys' fees, leave to amend, or relief of any kind.

4 **IX. REQUEST FOR TRIAL BY JURY**

5 In response to Plaintiff's request for trial by jury, TMCC admits only that Plaintiff has
6 demanded a trial by jury on triable issues.

7
8 **AFFIRMATIVE DEFENSES**

9 TMCC also asserts the following affirmative defenses:

10 **FIRST AFFIRMATIVE DEFENSE**

11 **(Failure to State a Claim)**

12 Plaintiff's claims fail to allege facts sufficient to state any cause of action upon which
13 relief can be granted.

14 **SECOND AFFIRMATIVE DEFENSE**

15 **(Statute of Limitations)**

16 On information and belief, Plaintiff's claims are barred by all applicable statutes of
17 limitations.

18 **THIRD AFFIRMATIVE DEFENSE**

19 **(Laches)**

20 Plaintiff's claims are barred by the doctrine of laches.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 **(Estoppel)**

23 All of the causes of action alleged in the Complaint are barred by the doctrine of
24 estoppel.

FIFTH AFFIRMATIVE DEFENSE

(Waiver)

Plaintiff has waived any and all claims, rights, and demands that Plaintiff had or may have against TMCC, and any claims by Plaintiff asserted herein are subject to that waiver.

SIXTH AFFIRMATIVE DEFENSE

(Ratification/Consent)

Plaintiff has ratified or consented to the actions and conduct of TMCC.

SEVENTH AFFIRMATIVE DEFENSE

(Lack of Causation)

Plaintiff fails to show that any alleged acts or omissions of TMCC caused the damages, injuries, or losses claimed.

EIGHTH AFFIRMATIVE DEFENSE

(No Standing)

Plaintiff's claims may be barred in whole or in part because the Plaintiff has suffered no actual, concrete injury, has not sought to recovery for any actual, concrete injury and therefore has no standing to bring a statutory claim. *See Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (May 16, 2016).

NINTH AFFIRMATIVE DEFENSE

(Intervening Acts of Others)

The damages complained of were the result of the intervening actions of others and were not proximately caused by the actions or omissions of TMCC.

TENTH AFFIRMATIVE DEFENSE

(Fault of Plaintiff and/or Others)

If Plaintiff suffered or sustained any loss, injury, damage, or detriment, the same was directly and proximately caused and contributed to by the breach, conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of Plaintiff or of third parties, and not TMCC.

ELEVENTH AFFIRMATIVE DEFENSE

(No Damages)

Plaintiff did not incur any damages, injury, or loss as a result of any act or conduct by TMCC.

TWELFTH AFFIRMATIVE DEFENSE

(Offset)

TMCC is entitled to an offset of the claims set forth in the complaint sufficient to diminish or defeat the recovery thereunder by Plaintiff.

THIRTEENTH AFFIRMATIVE DEFENSE

(Innocent Mistake/Bona Fide Error)

Any alleged acts or omissions of TMCC giving rise to the claims of Plaintiff, if any, are the result of innocent mistake and/or bona fide error despite reasonable procedures implemented by TMCC. TMCC, at all times acted in a reasonable manner in connection with the transactions at issue in this action.

FOURTEENTH AFFIRMATIVE DEFENSE

(Lack of Intent)

TMCC specifically denies that it acted with any intent or knowledge to cause any injury or loss to Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

(Justification)

The acts and omissions alleged in the complaint were justified, proper, legal, fair, and not done in degradation of Plaintiff's rights or legal interests.

SIXTEENTH AFFIRMATIVE DEFENSE

(Uncertainty)

The claims of Plaintiff are uncertain, ambiguous, and unintelligible.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Plaintiff has failed, in whole or in part, to mitigate Plaintiff's alleged damages.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Good Faith/Conformance with Applicable Standards)

With respect to all matters alleged in the Complaint, TMCC at all times acted in good faith and in conformance with all applicable government and industry standards, thus precluding any recovery by Plaintiff.

NINETEENTH AFFIRMATIVE DEFENSE

(Compliance with Law)

TMCC met or exceeded the requirements of all applicable statutes, laws, regulations, and standards applicable to TMCC.

TWENTIETH AFFIRMATIVE DEFENSE

(No Duty to Plaintiff)

TMCC owed no duty to Plaintiff to control the alleged conduct of third persons/entities.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Lack of Malice)

TMCC specifically denies that it acted with any willfulness, oppression, fraud or malice towards Plaintiff or others.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Right to Compel Arbitration)

TMCC reserves its right compel arbitration of this matter, pursuant to the relevant agreement(s).

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Condition Precedent)

Conditions precedent, which may have given rise to a duty to act or liability on the part of TMCC, did not arise.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to Join Indispensable Parties)

The injuries or damages of which Plaintiff complains were caused in whole or in part by non-parties whom Plaintiff has failed to join in this action.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Some or all of Plaintiff's claims are barred by the doctrine of Unclean Hands.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Accuracy/Completeness of Information Furnished)

The statements or representations made by TMCC, insofar as they were accurately alleged in the complaint, were accurate and complete when made or reasonably believed to be accurate and complete based upon the information then available to TMCC.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Privilege)

The statement or representations made by TMCC, as alleged in the complaint, were privileged.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Failure to Give Notice)

Plaintiff and credit reporting agencies failed to give proper notice to TMCC of the dispute as required by law.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Contribution)

Any harm alleged can be attributed to several causes, and the damages for this harm, if any, should be apportioned among the various causes according to the contribution of each cause to the harm sustained.

THIRTIETH AFFIRMATIVE DEFENSE

(Several Liability)

Should Plaintiff prevail against TMCC, TMCC's liability is several and limited to its own actionable segment of fault, if any.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

TMCC has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. TMCC therefore reserves the right to assert additional affirmative defenses in the event discovery indicates that they may be appropriate.

1 **WHEREFORE**, TMCC prays for judgment as follows:

- 2 1. That Plaintiff takes nothing by reason of the complaint;
3 2. That TMCC be awarded judgment in this action;
4 3. For its costs of suit herein;
5 4. For attorney's fees according to proof; and
6 5. For such other and further relief as this Court may deem just and proper.

7
8 DATE: July 17, 2017

9
10 REED SMITH LLP

11 By: /s/ Todd O. Maiden
12 Todd O. Maiden, WSBA #14922
13 *Attorneys for Defendant*
14 *Toyota Motor Credit Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2017 I caused a true and correct copy of the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following participants:

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DATE: July 17, 2017

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